

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Parks & Recreation

AGENDA DATE: 2/22/2005

CONTACT PERSON/PHONE: Joe Rodriguez, Ext 4175

DISTRICT(S) AFFECTED: 8

SUBJECT:

An agreement to lease classroom/office space at Armijo Recreation Center to Creative Kids, Inc.- to implement its SHARE youth program at a rental rate of \$729.60 per month.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Lease room B, C, & D at Armijo Center from March 1, 2005 to March 1, 2007 to Creative Kids, Inc - SHARE (Sunset Heights Assets Resources for Everyone) to conduct a Youth Program. Action will enable center to collect rental fees and the area residents will benefit by the availability of social and recreation services to the youth of South El Paso.

PRIOR COUNCIL ACTION

Has the Council previously considered this item or a closely related one?

New Item

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

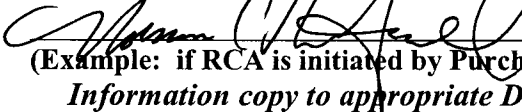
BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

05 FEB 14 PM 2:34
CITY CLERK DEPT.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF EL PASO AND SUNSET HEIGHTS ASSETS REACHING EVERYONE ("SHARE") FOR THE LEASE OF A PORTION OF THE ARMIJO COMMUNITY CENTER, LOCATED AT 710 EAST SEVENTH STREET, EL PASO, EL PASO COUNTY, TEXAS, FOR THE PURPOSE OF OPERATING A YOUTH INITIATIVE CENTER THAT FACILITATES YOUTH'S ABILITY TO SUCCEED IN PERSONAL GROWTH, FAMILY UNITY AND COMMUNITY STRENGTH FOR A TERM OF TWO (2) YEARS.

WHEREAS, the City Council of El Paso, Texas, believes that a recreation and education program that works to create a community that inspires the youth to obtain tools necessary to succeed in personal growth, family unity and community strength (a youth initiative program) fits well into the current Parks Department programs of overall fitness for the citizens of El Paso; and

WHEREAS, SHARE is engaged in the delivery of recreational and educational services to persons in the City of El Paso and is willing to implement a Youth Initiative Center at the Armijo Community Center;

WHEREAS, SHARE and the City of El Paso believe this program would further the objectives of all parties by increasing the availability of recreational and educational services that teach the youth of El Paso how to succeed in personal growth as well as in family and community relationships;

WHEREAS, the Director of Parks and Recreation has recommended the approval of this Lease Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Lease Agreement between the City of El Paso and Sunset Heights Assets Reaching Everyone, also known as SHARE, for the lease of a portion of the Armijo Community Center, located at 710 East Seventh Street, El Paso, El Paso County, Texas, for the purpose of operating a Youth Initiative Center for the term of two (2) years.

APPROVED this the _____ day of March, 2005.

THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

Signatures Continued on Following Page

APPROVED AS TO FORM:

Jennifer F. Callan
Assistant City Attorney

APPROVED AS TO CONTENT:

Norman C. Merrifield, Ed.D.
Director, Parks & Recreation Dept.

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

LEASE AGREEMENT

THIS AGREEMENT, made this the ____ day of _____, 2005, between the CITY OF EL PASO (hereinafter "City"), and SUNSET HEIGHTS ASSETS REACHING EVERYONE, also known as SHARE (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the City Council of El Paso, Texas, believes that a recreation and education program that works to create a community that inspires the youth to obtain tools necessary to succeed in personal growth, family unity and community strength fits well into the current Parks and Recreation Department programs of overall fitness for the citizens of El Paso; and

WHEREAS, Lessee is engaged in the delivery of recreational and educational services to persons in the City of El Paso and is willing to implement a Youth Initiative Center at the Armijo Community Center; and

WHEREAS, Lessee and the City of El Paso believe this program would further the objectives of all parties by increasing the availability of recreational and educational services that teach the youth of El Paso how to succeed in personal growth as well as in family and community relationships;

NOW, THEREFORE, for and in consideration of the following mutual covenants and agreements of this lease agreement, and other good and valuable consideration the CITY hereby grants to Lessee a non-assignable right for Lessee to use and occupy Rooms B, C and D, comprising of 1216 square feet of space, located in the northeast portion of the second floor of the Armijo Community Center, located at 710 East 7th Street, El Paso, El Paso County, Texas (hereinafter "the Premises"), as more fully described in the map, attached as Exhibit "A" hereto and incorporated by reference for all purposes.

4.0 TERM OF LEASE

1.1 The term of this lease agreement is for two (2) years, beginning on March 1, 2005, and ending on February 28, 2007, unless terminated sooner or extended as provided in this lease.

1.2 Lessee may extend the term of this lease agreement beyond the expiration date provided in Section 1.1 above, for an additional two (2) years, with proper written notice to the CITY. The extended term will begin on the day following the expiration date of the lease term specified in Section 1.1.

1.3 Proper written notice of intent to extend must be given to the CITY no later than thirty (30) days before the current lease term expires. Notice of intention to extend the term of this lease, to be effective, must be sent by certified mail to the following parties:

Notice to the CITY: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901

Copy to: City of El Paso
ATTN: Director, Parks & Recreation
2 Civic Center Plaza
El Paso, Texas 79901-1196

1.4 This lease agreement may be terminated by mutual consent of the parties in writing, or by either party upon thirty (30) days prior written notice to the other party as follows:

Notice to the CITY: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901

Copy to: City of El Paso
ATTN: Director, Parks & Recreation
2 Civic Center Plaza
El Paso, Texas 79901-1196

Notice to Lessee: SHARE
ATTN: Margie Flores, Program Coordinator
806 Montana
El Paso, Texas 79902

Copy to: Creative Kids, Inc.
ATTN: Fiscal Agent for SHARE
2626 North Mesa, Suite 427
El Paso, Texas 79902

2.0 RENT

2.1 Lessee will pay the CITY, in consideration of this lease agreement, the sum of SEVEN HUNDRED TWENTY-NINE AND 60/100 Dollars (\$729.60) per month, for the use of Rooms B, C and D

located in the northeast portion of the second floor of the Premises. Said amount is to be paid per month, from the beginning of the lease term and throughout the original lease term as stated in Section 1.1, in advance on the first (1st) day of each month without deduction or setoff. Rent for any fractional month at the beginning or the end of the lease term will be pro-rated on a per-day-basis.

2.2 In the event of termination by the CITY prior to the end of any month during the term of this lease agreement, the CITY, after deducting any applicable expenses or costs, will return a portion of the pre-paid rent equal to the total rent due for the month multiplied by a fraction having as a numerator the number of days from the date of termination to the end of the month, and as a denominator the number of days in the month.

3.0 USE OF PREMISES

3.1 Lessee will use the Premises for the sole purpose of providing a Youth Initiative Center that facilitates, through recreational and educational programs, youth's ability to succeed in personal growth, family unity and community strength (hereinafter "the Services") and for no other purpose whatsoever, without the prior written consent of the CITY.

(A) Under this lease agreement, Lessee is entitled to use and occupy said Premises during the normal operating hours of the Armijo Community Center, which are 8:30 a.m. to 8:00 p.m. MST. Any other times must have the prior approval of the CITY's Director of Parks and Recreation ("Director").

(B) Lessee shall further provide ancillary staff, such as teachers, coaches, counselors and any other assistants, as necessary for delivery of the Services to Lessee's clients at the Premises during the term of this lease agreement.

3.2 Lessee accepts the Premises "as is" in its present condition and state of repair. Lessee may not make any alterations, additions or improvements to the Premises, without the prior written consent of the Director, including but not limited to causing or permitting any nails or other things to be driven into any portion of the Premises, or affixing any signs or paintings to the exterior or interior of the Premises, other than the placing of a suitable sign on the exterior of the Premises indicating the nature and hours of Lessee's

operation. All remodeling, alterations or improvements approved by the CITY shall be done at Lessee's sole expense.

(A) Lessee agrees that upon termination of this lease agreement, it will vacate and surrender the Premises to the CITY in as good a state of repair and condition as the Premises existed when the CITY delivered possession to Lessee, except for normal wear and tear.

(B) In case the Premises or a portion of the Premises covered by this lease agreement, or a portion of the building of which such Premises are a part, be destroyed or damaged by fire or any other casualty or unforeseen occurrence, and such shall render the occupation or use of the Premises unusable and fulfillment of this lease agreement by the CITY impossible, then the term of this lease agreement shall end and Lessee shall have no further right of occupancy of the Premises. Lessee hereby waives and releases the CITY, its officers, employees, agents and representatives from any and all claims for damages or compensation arising out of such termination.

3.3 Use of Common Areas. Restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways and all other common areas of the Armijo Community Center (hereinafter "the Building") for the joint of the Lessee and the other tenants of the Building. Lessee and its officers, employees, agents, representatives and invitees shall use the common areas in a reasonable, orderly and sanitary manner in cooperation with all other tenants and their officers, employees, agents, representatives and invitees.

(A) Lessee shall conduct itself, and shall cause its officers, employees, agents, representatives and invitees to conduct themselves, with full regard for the rights, convenience, and welfare of all other tenants in the Building.

3.4 Services and Maintenance. So long as Lessee is not in default under this lease agreement, the CITY will furnish the Premises with the following services and maintenance at its sole expense:

(A) All utilities, with the exception of phone service, at the Building.

(B) Usual janitorial and maintenance services, including but not limited to vacuuming, sweeping, trash removal, general dust control and replacement of globes or fluorescent tubes in the standard lighting fixtures installed in the Building by the CITY.

(C) Elevator service for the use of all tenants and occupants of the Building and their invitees.

(D) Maintaining in reasonably good order and condition the common areas of the Building and property on which it is situated, including but not limited to lobbies, elevators, stairs, corridors, restrooms, walkways, courtyards, parking areas and facilities, and appropriate landscaping of outdoor areas.

3.4-1 The CITY shall not provide to the Lessee any moving and/or set-up of the Premises for the use by Lessee in the operation of the Youth Initiative Center program outlined in Section 3.1.

3.4-2 Except as provided in Section 3.4(A) through (D), Lessee shall maintain the Premises and keep it free from waste or nuisance throughout the term of this lease agreement and any extensions of it. When this lease agreement terminates, Lessee must deliver the premises in as good as a state of repair and condition as it existed when the CITY delivered possession to Lessee, except for reasonable wear and tear and damage by fire or other casualty. If Lessee neglects to reasonably maintain the Premises, the CITY may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this section are payable by Lessee to the CITY as additional rental on the next rental installment date.

3.4-3 Lessee agrees to abide by all security precautions and procedures established by the CITY through the Director, or his designated representative(s), and shall keep the Premises in clean condition and free of debris.

3.5 Compliance with Law. Lessee may not use, or permit using, the Premises in any manner that results in waste of Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, shall comply, and shall cause its officers, employees, agents, representatives, and invitees to

comply, with all applicable laws, ordinances and governmental rules and regulations concerning the use of the Premises.

3.6 The CITY shall have the right to enter the Premises at any time, without notice to Lessee.

4.0 Insurance

4.1 Lessee or its fiscal agent, CREATIVE KIDS, INC., agrees, to procure at its own cost and expense, and keep in force throughout the term of this lease agreement, liability insurance for all personnel who will be involved in the delivery of the Services by Lessee pursuant to this lease agreement. Limits of liability shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per person, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. The minimum amount of coverage for the general liability insurance policy shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per person, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage or in the amount ordinarily carried by Lessee, whichever is greater.

4.2 All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas, or a program of self-insurance reasonably acceptable to the CITY. All policies shall name the CITY its officers, servants, agents, representatives and employees as additional insureds.

(A) Lessee shall furnish the Director with a certificate and a binder from the insurance carrier showing such insurance to be in full force and effect during the term of this Agreement, and shall deposit with the Director copies of the binder of said policies. Said policies and certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the Director fourteen (14) days in advance of the effective date thereof.

(B) All insurance and proof of insurance required by this lease agreement must be fulfilled and submitted to the Director prior to Lessee's moving into the leased Premises. Lessee agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this agreement, for the benefit of the CITY and Lessee, and their respective officers, employees, agents, representatives and

volunteers, comprehensive general public liability and property damage insurance against any and all claims for injuries to persons or damage to property occurring in, upon or about the premises.

5.0 Miscellaneous

5.1 Lessee shall be liable to the CITY for all damages, including property damages, injuries and theft of any property not belonging to Lessee which may result from Lessee's negligence in following security procedures or in properly securing the premises. Lessee agrees to indemnify and hold harmless the City of El Paso, their officers, agents and employees from any such damages, injuries or losses. Lessee further agrees to reimburse, at fair market value, the CITY for any loss of property, which may be shown to be attributable to the negligence of Lessee, its officers, employees, representatives, volunteers or agents.

This Lease Agreement constitutes the entire agreement between the parties and may not be amended or modified except by written agreement signed by the parties.

EXECUTED this _____ day of _____, 2005.

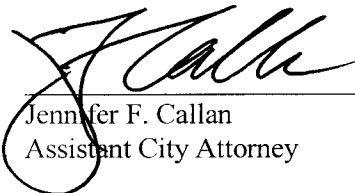
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

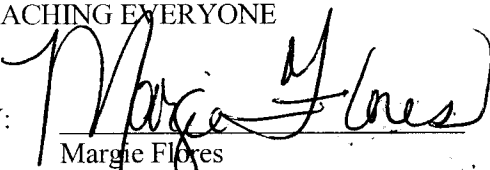
APPROVED AS TO FORM:



Jennifer F. Callan
Assistant City Attorney

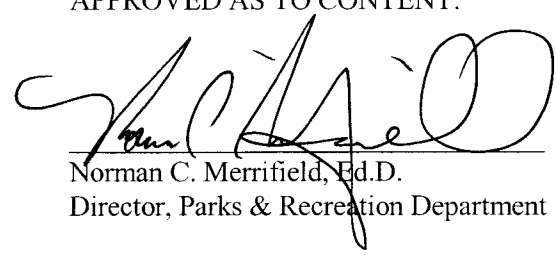
SUNSET HEIGHTS ASSETS
REACHING EVERYONE

BY:



Margie Flores
Program Coordinator for SHARE

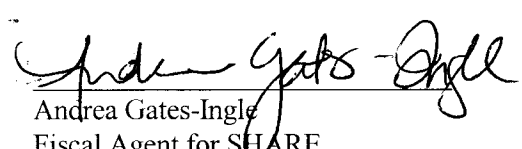
APPROVED AS TO CONTENT:



Norman C. Merrifield, Ed.D.
Director, Parks & Recreation Department

CREATIVE KIDS, INC.

BY:



Andrea Gates-Ingle
Fiscal Agent for SHARE

EXHIBIT "A"

10/10/2020

